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13 Proposed Attorneys for
14 The Roman Catholic Archbishop of San Francisco

15 UNITED STATES BANKRUPTCY COURT
16 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION
17

18 In re:
19 THE ROMAN CATHOLIC ARCHBISHOP OF
SAN FRANCISCO,

20 Debtor and
21 Debtor in Possession.

Case No. 23-30564

Chapter 11

**DECLARATION OF PAULA F.
CARNEY IN SUPPORT OF
APPLICATION TO EMPLOY
WEINSTEIN & NUMBERS, LLP
AS INSURANCE COUNSEL UNDER
SECTION 327(e)**

[No Hearing Required]

26 I, Paula F. Carney, declare:

27 1. I am an attorney duly licensed to practice law in the State of California and since
28 2013 have been General Counsel to The Roman Catholic Archbishop of San Francisco, the Debtor

1 and Debtor in Possession herein (“RCASF” or “Debtor”). If called as a witness, I would and could
2 testify competently to the matters stated herein.

3 2. This declaration is submitted in support of the Debtor’s Application to Employ
4 Weinstein & Numbers, LLP (“W&N”), proposed insurance counsel (the “Application”). As
5 General Counsel, I am one of the Debtor’s responsible individuals for supervising outside counsel
6 and monitoring and controlling legal costs.

7 3. I am informed and believe, based on communications and representations by W&N
8 including the Declaration of Barron Weinstein filed in support of the Application, that W&N’s
9 billing rates and material terms for the engagement are comparable to W&N’s billing rates and
10 terms for other non-bankruptcy engagements and to the billing rates and terms of other comparably
11 skilled professionals. The terms of the bankruptcy engagement are substantially similar to the pre-
12 bankruptcy engagement of W&N.

13 4. The RCASF did not interview other firms prior to selecting W&N as its special
14 insurance counsel. W&N was originally engaged in 2019 for insurance issues related to the current
15 abuse claims litigation and has been working with the RCASF regarding its insurance coverage
16 for abuse claims since 2004. In 2004 W&N (formerly Meredith, Weinstein & Numbers) was
17 retained to represent RCASF in connection with abuse claims that were filed when the legislature
18 created a one-year window in which statutes of limitations were tolled for abuse claims. W&N
19 assisted RCASF in negotiating settlements of all the claims with funds that included funds from
20 RCASF’s insurance carriers.

21 5. The current lawsuits arise from another legislatively created window in which the
22 statute of limitations was tolled for three years from 2019 through 2022. The current claims span
23 the same time periods as involved in the 2004 claims and involve the same insurance carriers. In
24 my view, W&N has had extensive experience negotiating settlements of abuse claims with the
25 same carriers as are involved with the present claims. As a result of its prepetition representation
26 of the RCASF, W&N has acquired in-depth knowledge of the Debtor’s insurance coverage, which
27 will be a key issue in the Bankruptcy Case. As such, W&N possesses the necessary background
28 to address the insurance issues and related matters that may arise in the course of the Debtor’s

1 Bankruptcy Case.

2 6. In the normal course of my role as General Counsel, I review and approve the
3 billings of outside counsel. Others at the RCASF may also assist or join in that review. If I have
4 issues with the reasonableness or necessity of any charges or services, I raise them with counsel,
5 discuss them, and typically reach a reasonable resolution. The RCASF plans to use similar
6 procedures in this case.

7 7. I am informed and believe that W&N and the other professionals employed in this
8 case will monitor and coordinate with the other professionals to ensure a clear delineation of each
9 firm's respective roles to prevent unnecessary duplication of services and ensure the Bankruptcy
10 Case is administered in the most efficient fashion possible. Other than two primary bankruptcy
11 counsels to provide needed depth and experience, each of the other firms has a specific area of
12 expertise with clear delineations of areas of service. Rather than resulting in any extra or
13 unnecessary expense to the Debtor's estate, it is anticipated that the efficient coordination of efforts
14 of the Debtor's attorneys and other professionals will greatly add to the progress and effective
15 administration of the Bankruptcy Case.

16 I declare under penalty of perjury under the laws of the United States of America that the
17 foregoing is true and correct. Executed on September 19, 2023, at San Francisco, California.

18 /s/ Paula F. Carney
19 PAULA F. CARNEY